

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OIL & GAS LEASE

(PAID-UP LEASE)

THIS AGREEMENT made effective as of the 21st day of January, 2011 by and between **CHARLES B. HUMPHREY and J. M. HILL**, Lessor (whether one or more), whose address is 3004 Fairmount Street, Dallas, Texas 75201 and **CHESAPEAKE EXPLORATION, L.L.C.**, Lessee, an Oklahoma limited-liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma, 73154-0496. WITNESSETH:

1. Grant. Lessor in consideration of ten or more dollars and other good and valuable consideration paid to each of the undersigned the receipt and sufficiency of which are hereby acknowledged, hereby grants, leases and lets exclusively unto Lessee on the terms and conditions hereinafter set forth and for the sole purpose of investigating, exploring, prospecting and drilling for and producing and marketing oil and gas (being oil, gas and related hydrocarbons and other substances produced in connection therewith), the lands located in Tarrant County, Texas described on the schedule attached hereto as Exhibit A together with all lands owned or claimed by Lessor adjacent to or contiguous with such lands including without limitation lands under adjacent streets, alleys and easements, (hereinafter referred to as the "**Lands**") and to the extent of Lessor's rights, titles and interests, the right to conduct exploration, geologic, and geophysical tests and surveys, to drill to, under or through the Lands and to produce, save, take care of, treat, transport, and own oil and gas and related hydrocarbons and substances produced in connection therewith in, under and/or produced from said Lands.

For the purpose of calculating the bonus payment to Lessor provided for or made in connection with this Lease the Lands are estimated to comprise **0.1830** acres, whether such lands actually comprises more or less.

2. Primary Term. This Lease is for a term of Three (3) years from the date hereof ("**Primary Term**") and so long thereafter as oil and/or gas are produced from the Lands in paying quantities or operations are conducted on said Lands with no cessation of more than (90) consecutive days. The word "operations" as used herein shall mean the drilling, testing, completing, reworking, re-completing, deepening, lengthening, plugging back, or repairing of a well in search for or in a good faith endeavor to obtain production of oil and gas as hereinafter defined.

3. Royalty. For purposes of this Section, the Royalty Percentage ("**RP**") shall equal 25%. The "**Sale**" of the oil and/or gas produced from the Lands shall occur with such production is first sold by Lessee or its affiliates in a good faith, arms length transaction to an unaffiliated third party purchaser. The "**Sales Point**" shall be at that point where the Sale occurs. "**Proceeds**" shall be the greatest gross proceeds derived from the Sale of the oil and/or gas produced from the Lands, without adjustment or deduction for any of the costs and expenses incurred in connection with the exploring, drilling, completing, operating, producing, treating, separating, dehydrating, compressing, gathering, transporting, marketing or otherwise disposing of such substances, except as hereinafter expressly set forth, and if the same are deducted in connection with the payment of the Proceeds they shall be added back in connection with the calculation of the royalty set forth in this Lease. Such Proceeds shall include, without limiting the foregoing, any consideration attributable to any contract or other arrangement by Lessee or its affiliates to sell or dispose of such production or from any amendment, adjustment, cancellation or modification of such contract or arrangement and all other benefits of whatsoever kind or character received directly or indirectly by Lessee or any affiliate of Lessee attributable to the oil and/or gas in, under or produced from the Lands, and Lessor shall also be entitled to receive its RP of any payments, benefits, or considerations negotiated by Lessee with any third parties and which are in the nature of payments in lieu of payments for actual production, including but not limited to payments received by Lessee in lieu of payments for actual production under take or pay agreements. The "**Market Value**" of the oil and/or gas covered by this Lease shall be the amount at which such production could have reasonably been sold from time to time in a good faith, arms length transaction to an unaffiliated third party at or near the Sales Point.

- (a) On oil and other hydrocarbons liquid at atmospheric temperatures and pressures, produced from the Lands, Lessee shall pay Lessor the RP of all of the Proceeds derived from the Sale of such production.
- (b) On gas, casinghead gas and other gaseous hydrocarbons, processed liquid hydrocarbons associated therewith and other substances covered by this Lease, except those set forth in subsection (a), produced from the Lands, Lessee shall pay Lessor the RP of all of the Proceeds from the Sale of such production, provided however, if such production is processed in facilities owned by Lessee or an affiliate of Lessee, then Lessor shall be entitled to the RP of the higher of the Proceeds as set forth above, or of the Market Value of such production at the inlet side of the plant.
- (c) If oil or gas is not sold in the manner set forth above, but (i) it is used and consumed in operations on the Lands or other leases or premises, or (ii) is taken or transported by Lessee for use, consumption or disposition in a manufacturing process, or (iii) if the transaction by which the oil and/or gas is disposed of is an exchange for similar products or is so constructed that the Proceeds derived by Lessee in connection with the sale or disposition of the oil and/or gas cannot fairly be determined or may have been influenced by factors other than the fair market value of the same, then the RP shall be applied to the Market Value of such production.



- (d) The Proceeds upon which Lessor's royalty is based shall never be less than the Market Value of such production.
- (e) Lessor's royalty shall not bear the costs and expenses of the exploring, completing, operating, producing, separating, gathering, dehydrating, compressing, transporting, processing, treating, storing or marketing the oil and gas incurred prior to the Sales Point and if the same are deducted from the Proceeds, they shall be added back to calculate Lessor's royalty, provided however Lessor's royalty shall bear its proportionate part of any costs and expenses paid to an unaffiliated third party in connection the compression and dehydrating of the gas produced from the Lands.
- (f) Lessor's royalty shall bear its proportionate part of all applicable severance taxes.
- (g) The receipt by Lessee from a purchaser or a pipeline company of proceeds of production for distribution to Lessor will not result in Lessee acquiring legal or equitable title to those proceeds, but Lessee will at all time hold the proceeds in trust for the benefit of Lessor. Notwithstanding the insolvency, bankruptcy, or other business failure of a purchaser of production from the Lands or pipeline company transporting production from the Lands, Lessee will remain liable for payment to Lessor for, and agrees to pay Lessor all royalties due Lessor together with interest if not timely paid.
- (h) Lessee shall disburse or cause to be disbursed to Lessor, its royalty on production due it under the terms of this Lease from a particular well within three (3) months following the first month in which production is first sold from such well and thereafter on or before the end of the second month after the month of such production, provided however Lessee may accumulate and pay any royalty payments due Lessor hereunder until the amount to be paid Lessor equals the sum of one hundred (\$100) dollars or the first day of December, whichever occurs first. If such royalty is not timely paid, it shall bear interest at a rate of eighteen percent (18%) per annum until paid. This provision shall not apply to and the payment of royalty may be suspended with respect to production from or attributable to any part of the Lands which is subject to a good faith title dispute.
- (i) Upon thirty (30) days notice, Lessor shall have the right to elect to take all or any portion of its RP of the oil and/or gas produced from the lands in kind, the same to be delivered to Lessor at the Sales Point for Lessee's production in the same condition and at the same time as Lessee's production, free and clear of all of the costs and expenses set forth in subsections (c) and (d) above, except as expressly set therein set forth. Upon thirty (30) days notice, Lessor may elect to cease taking its production in kind. The rights set forth herein may be exercised from time to time during the term of this Lease as to all or any portion of the oil and/or gas covered by this Lease.
- (j) Without the prior written consent of Lessor, Lessee shall not enter into a contract for the sale of oil and/or gas for a period of more than one year unless the contract provides for (i) the adjustment, redetermination or recalculation of the price in a manner so as to ensure that price for such production shall always be reasonably equivalent to the current market value of such production when produced as measured at the Sales Point and computed in the manner set forth in this section, but in no event less than annually and (ii) with respect to gas, an adjustment or calculation of the price based upon the BTU content of such gas.

4. Shut-in Payments. If at any time or times after the expiration of the Primary Term there is located on the Lands or lands pooled therewith a well capable of producing gas in paying quantities but gas is not produced from such well for a period of sixty (60) consecutive days, then Lessee shall pay to Lessor the sum of one hundred Dollars (\$100.00) per acre for each acre of Land covered by this Lease in the same manner as the royalty due hereunder is paid. Such payment shall cover all shut-in payments due in connection with such well that occur during a period of one year from the date such well is first shut-in.

5. Proportionate Reduction. If Lessor owns less than the entire mineral fee estate in the Lands, or any portion thereof, then the royalties, shut-in royalties and any other payments due hereunder to such Lessor with respect to such Lands or portions thereof shall be reduced to that proportion thereof which the mineral fee estate owned by Lessor in such lands bears to the entire mineral fee estate in such lands.

6. Pooling. Lessee shall have the right and power in its discretion to pool or combine, as to any one or more strata or formations, this Lease and the Lands with other lands covered by this Lease or with other lands, lease or leases in the vicinity thereof, whether or not such lands are contiguous with the Lands or whether or not the Lands are contiguous among themselves. Any gas unit formed covering any portion of the Lands, must as to the strata or formations covered thereby, include all of the Lands. The above right and power to pool and unitize may be exercised with respect to oil, gas or other minerals, or any one or more of said substances, and may be exercised at any time and from time to time during or after the primary term, and before or after a well has been drilled, or while a well is being drilled. Pooling in one or more instances shall not exhaust the rights of Lessee to pool said Land or portions thereof into other units. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform as to area with gas units. Units pooled for oil hereunder shall not substantially exceed 80 acres each in area plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each, plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. The pooling for gas hereunder by Lessee shall also pool and unitize all associated liquid hydrocarbons and any other respective constituent elements as may be produced with the unitized gas, and the royalty interest payable to Lessor thereon shall be computed the same as on gas. With respect to any



such unit so formed, Lessee shall execute in writing an instrument or instruments identifying and describing the pooled acreage and file same for recording in the office of the County Clerk in the county in which said pooled acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instruments, but not later than the date such instrument or instruments are so filed for record, but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed for record.. Any unit so formed may be increased at the election of Lessee, at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the County in which the said pooled acreage is located. Any such pooled unit established in accordance with the terms hereof shall constitute a valid and effective pooling of the interests of Lessor and Lessee hereunder, regardless of the existence of other mineral, non-executive mineral, royalty, non-participating royalty, overriding royalty or leasehold interests in Lands within the boundary of any pooled unit which are not effectively pooled therewith. Lessee shall be under no duty to obtain an effective pooling of such other outstanding interests in Lands within the boundary of any pooled unit. Operations on or production of oil and/or gas from any part of the pooled unit shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from the Lands whether or not the well or wells be located on said Lands. The production from an oil well will be considered production from the Lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the Lease or gas pooled unit from which it is producing and not from an oil pooled unit. In lieu of royalties above specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of the total net mineral acres in the Lands placed in the unit bears to the total number of net mineral acres pooled into the unit, and shall remain subject to the rights of Lessee to reduce proportionately Lessor's royalty as hereinafter provided. Lessee may vacate any unit formed by it hereunder by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit.

7. **Vertical Termination.** Upon the expiration of the Primary Term, this Lease shall terminate as to all Lands not then located within the boundaries of a unit upon which there is then located a well producing or capable of producing oil or gas in paying quantities ("**Producing Unit**").

8. **Horizontal Termination.** Upon the expiration of the Primary Term, this Lease shall terminate as to all depths in and under the Lands in a Producing Unit lying below one hundred (100') feet below the stratigraphic equivalent of the base of the deepest formation in which any well drilled on such unit is then producing or capable of producing oil and gas in paying quantities.

9. **Offset Wells.** In the event a well (an "offsetting well") producing oil or gas is completed on adjacent or nearby land and is draining the Lands (wells with any portion of the wellbore within three hundred (300') feet of the Lands shall be deemed to be draining the Lands) and if there is no well then located on the Lands capable of producing such oil and gas or if such Lands are not in a Producing Unit, Lessee must, within ninety (90) days after the initial production from the offsetting well commence operations for the drilling of such an offset Well as would a reasonably prudent operator under the same or similar circumstances, and must diligently pursue those operations to the horizon in which the offsetting well is producing, if there is no well on such lands then producing from such horizon, or at the option of Lessee pay Lessor as a royalty each month a sum equal to the royalty that would be payable under this Lease on a that proportionate part of the production from the offsetting well that would be allocable to that part of the Lands that would be included in a proration unit for such well established in accordance with the governing rules of the Texas Railroad Commission for such producing horizon, with the wellbore at the center of such proration unit.

10. **Access to Information.** Upon written request of Lessor, Lessee shall promptly furnish Lessor a copy of (i) the geological or well prognosis for each well proposed to be drilled on the Lands or lands pooled therewith; (ii) the daily drilling reports for each such well, as drilled; and, (iii) any title opinions, abstracts or other records or opinions reflecting upon Lessor's title to the Lands. Lessor may review, at Lessee's principal offices, all filings with the Railroad Commission of Texas, and any other governmental agency; and a copy of all technical data and interpretation, including logs, subsurface maps, core samples, seismic data and interpretations, and any other test results or interpretation of the potential of the leased premises to produce oil or gas. Lessor shall have the right at all reasonable times, personally or by representative, to inspect, audit and copy (or be provided a copy of) the books, accounts, contracts, records and data of Lessee pertaining to the development, production, saving, processing, transportation, sale and marketing of the oil and/or gas produced from or attributable to the Lands. Upon request by Lessor, Lessee shall furnish Lessor with a copy of (i) any Gas Sales Contract, Gas Processing Contract, or any other similar type of contract or agreement covering the sale or processing of gas from the Lands, and (ii) any sales agreement for the disposition of oil or condensate produced from the Lands, as soon as such contracts are executed and delivered to Lessee. Lessee shall furnish Lessor a copy of all gas plant settlement statements reflecting the processing of gas produced from the Lands and the allocations made pursuant to any processing agreement or similar agreement, and full information as to all oil, gas and liquefiable hydrocarbons produced and sold from the Lands and acreage pooled therewith. Such copies shall be made or provided without charge to Lessor. Any of the foregoing information that is not available to the public shall be kept confidential by Lessor during the term of this Lease. Lessee agrees to supply the requested information upon receipt of Lessor's written request to do so, but Lessee's failure to comply will in no way operate to terminate the lease.

11. **Lessor's Revenue Audits.** Without limiting Lessor's rights or Lessee's obligations under any other provision of this Lease, commencing on the completion date of the first well drilled on the Lands or lands



pooled therewith as a producing well, no more often than once per year while this lease is in effect with respect to any of the Lands, Lessor shall have the right to have an audit of the books, accounts, contracts, records, and data of Lessee pertaining to the development, production, saving, transportation, sale, and marketing of the oil and/or gas produced from or attributable to the Lands conducted, the entire cost and expense of which shall, subject to the following provisions herein, be reimbursed to Lessor by Lessee. If the exceptions or deficiencies in royalty payments by Lessee as revealed by the audit (the "audit exceptions") are, either by agreement of Lessor and Lessee or by a final, non-appealable judgment binding on the parties, determined to be more than the cost and expense of such audit, reimbursement of such cost and expense by Lessee to Lessor shall be due and payable thirty (30) days after the earlier of (i) the date of the agreement of the parties respecting the amount or amounts of the audit exceptions or (ii) the date upon which a judgment binding on the parties and determining the amount or amounts of the audit exceptions becomes final and non-appealable. If the audit exceptions are, either by agreement of Lessor and Lessee or by a final, non-appealable judgment binding on the parties, determined to be less than the cost and expense of the audit, such cost and expense shall be borne by Lessor and shall be due and payable in the manner set forth.

12. Transfers of Ownership. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns, but no assignment or transfer of this Lease or any interest therein by Lessee shall operate to relieve Lessee of liability of any obligation arising hereunder without the express written consent of Lessor, which consent shall not be unreasonably withheld. This provision shall be binding upon all successors of an interest in this Lease, all of whom, until expressly released shall remain jointly and severally liable for the performance of any and all obligations arising under this Lease. No change or division in the ownership of the oil and gas in and under the Lands, royalties or other payments due hereunder, however accomplished, shall operate to enlarge the obligation or diminish the right of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished notice of such change.

13. Notices. All notices will be deemed given by one party to the other when sent by certified or registered letter return receipt requested, properly addressed to such party at the address set forth above and deposited in the United States mail, postage prepaid.

14. Notice of Breach. In the event Lessor considers that Lessee is not complying with the terms and provisions of this Lease, Lessor shall notify Lessee in writing of such fact and the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have ninety (90) days after receipt of such notice (thirty (30) days if such default is the failure to pay sums due under this Lease) in which to commence the compliance with the obligations imposed by virtue of this Lease. The service of said notice shall be precedent to the bringing of any action by Lessor on for any cause, and no such action shall be brought until the lapse of ninety (90) days (or thirty (30) days, respectively) after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

15. Indemnity. Lessee, its successors and assigns agree to release, defend, indemnify, and hold harmless Lessor and the surface owner, and their respective owners, partners, contractors, tenants, guests, invitees, and any of their heirs, successors, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury, disability and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), **INCLUDING CLAIMS ARISING FROM THE JOINT OR CONCURRENT NEGLIGENCE, OMISSION OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES, INCLUDING STRICT LIABILITY CLAIMS** (but excluding claims to the extent they arise from the sole, gross negligence or willful misconduct of the Indemnified Parties), which may grow out of, arise from, or in any manner be connected with the activities of Lessee and Lessee's agents, invitees, guests, contractors, servants and employees, whether acting within the scope of their employment or not, and whether negligent or not, on the leased premises, or any adjacent property. For purposes of this lease, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act (TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes. Lessee's obligations in this paragraph shall survive the termination of this lease.

16. Environmental Liability. As used in this lease, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced in Section 15 of this lease. "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Lessee agrees (1) to remove from the leased premises and any adjacent property, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Lessee (including its drillers and other contractors), (2) to perform Remedial Work where the need therefore arises in connection with Lessee's (including its drillers' and other contractors') operations or activities on the leased premises and any adjacent property, and (3) to comply in all respects with all laws governing operations by Lessee (including its drillers and other contractors)

and Remedial Work on or associated with the leased premises and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Lessee under the supervision of an engineer selected by Lessee. All costs and expenses of Remedial Work resulting from Lessee's (including its drillers' and other contractors') operations shall be paid by Lessee, including, without limitation, the charges of such contractors and/or the consulting engineer and Lessor's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Lessee shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Lessor may (but shall not be required to), after first giving Lessee fifteen (15) days notice of its failure and Lessee's continued failure to perform, cause such Remedial Work to be performed and Lessee will reimburse all reasonable costs of same on demand. The provisions of this paragraph shall not constitute approval or obligate Lessor to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the leased premises or adjacent property for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Lessee will notify Lessor of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the leased premises or any adjoining property and provide Lessor with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Lessee pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Lessee, its successors and assigns, in accordance with the provisions of the preceding paragraph, shall release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Lessee and Lessee's agents, invitees, guests, contractors, servants and employees on the leased premises or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by Lessor or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the Lessor. The Lessee's obligations in this paragraph shall survive the termination of this lease.

17. Insurance. Lessee, at its own expense, shall maintain a general liability insurance policy (covering both bodily injury and property damage and covering its indemnity obligations under this lease) in an amount of at least \$2,000,000 combined single limit. Lessee shall also, at its own expense, carry worker's compensation insurance as required by law.

18. Special Warranty & Payment of Liens. Lessor hereby warrants and agrees to defend the title to the Lands from and against any and all claims arising by, through or under Lessor, but not otherwise. Lessor agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon said Lands, either in whole or in part, and, in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. When required by state, federal or other laws, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for credit to Lessor. With respect to any deed of trust or vendor's lien covering the Lands or any portion thereof, Lessee agrees that so long as no notice of foreclosure has been posted against such lands or citation served with respect to an action seeking the foreclosure of the vendor's lien and provided such deed of trust does not assign the royalty to the holder of the indebtedness secured thereby, Lessee shall not suspend the payment of any royalties due Lessor under the terms and provisions of this Lease on the account of a deed of trust or vendor's lien which is superior to Lessor's mineral interests in the Lands. Any notice of foreclosure proceedings shall constitute a notice alleging default.

19. Force Majeure. Except for the payment of money then due and owing, should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting operations thereon, or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment, services or material, or by operation of force majeure, any Federal or State Law, or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting operations on or from producing oil or gas from said Land; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. The specification of causes of force majeure herein enumerated shall not exclude other causes from consideration in determining whether Lessee has used reasonable diligence wherever required in fulfilling any obligations or conditions of this lease, express or implied, and any delay of not more than six (6) months after termination of force majeure shall be deemed justified. All terms and conditions of this lease, whether express or implied, shall be subject to all Federal and State Laws, Executive Orders, Rules, or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

20. Affiliate. For purposes of this Lease, an "affiliate" of Lessee shall be (i) any person or entity directly or indirectly owning, controlling or holding the power to vote outstanding voting securities or interests of Lessee, (ii) any entity of whose outstanding voting securities or interests are directly or indirectly wholly or partially owned, controlled or held with power to vote by Lessee, (iii) any person or entity directly or indirectly controlling, controlled by or under common control with Lessee, and (iv) any affiliate [as defined in (i), (ii), or (iii)] of any such person or entity.

21 Memorandum of Lease. The parties agree that this Lease shall not be filed for record without Lessor's prior written consent. Lessor agrees to execute a Memorandum of Lease which may be filed in the real property records of Tarrant County, Texas.




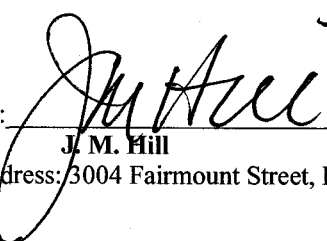
22. **Complete Agreement.**

This lease states the entire contract and agreement between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein, and this lease shall be binding upon each party executing the same and their successors, heirs, and assigns.

IN WITNESS WHEREOF, this instrument is executed by each of the undersigned on the date such execution is acknowledged, but the same shall be effective for all purposes as of the date first above written.

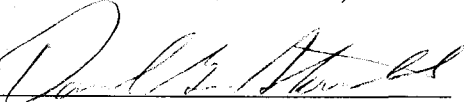
LESSOR:

By: 
Charles B. Humphrey
 Address: 3004 Fairmount Street, Dallas, TX 75201

By: 
J. M. Hill
 Address: 3004 Fairmount Street, Dallas, TX 75201

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.

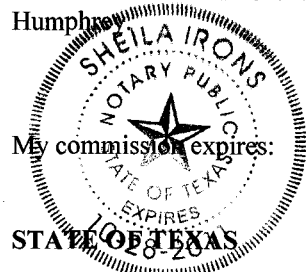
By: 

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

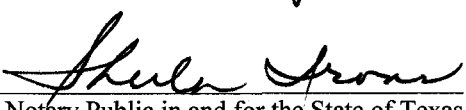
This instrument was acknowledged before me on this 18th day of January, 2011 by Charles B Humphrey



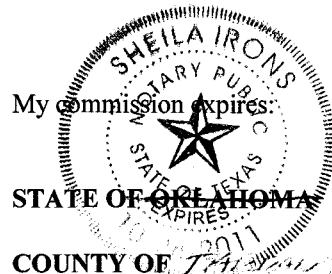
STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

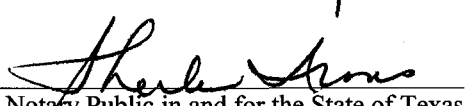

 Notary Public in and for the State of Texas

This instrument was acknowledged before me on this 21st day of January, 2011 by J. M. Hill.



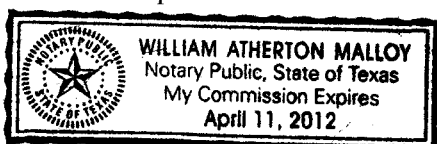
STATE OF OKLAHOMA

COUNTY OF TARRANT


 Notary Public in and for the State of Texas

This instrument was acknowledged before me on this 21st day of January, 2011 by DAVID G. STOWALL as MANAGING MEMBER of Chesapeake Exploration, L.L.C., an Oklahoma limited-liability corporation, on behalf of such corporation.

My commission expires:



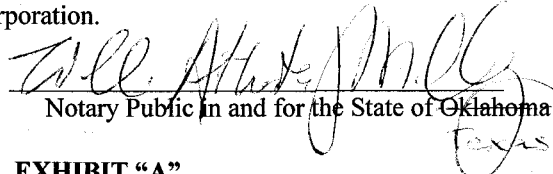

 Notary Public in and for the State of Oklahoma

EXHIBIT "A"

LAND DESCRIPTION

Attached to and made a part of that certain Oil, Gas and Mineral Lease by and between **CHARLES B. HUMPHREY and J. M. HILL**, as Lessor and **CHESAPEAKE EXPLORATION, L.L.C.**, as Lessee dated 21st of JANUARY, 2011 and covering the following lands:

0.1830 acres of land more or less, being Lot 11, Block 66, of Parkwood Estates, an Addition to the City of Fort Worth, Tarrant County, Texas, being a tract of land out of the Ellis Littlepage Survey, Abstract No. 971, according to the Plat thereof recorded in Volume 388-109, Page 129, of the Plat Records of Tarrant County, Texas, and being more particularly described in Document No. D208023711 of the Deed Records, Tarrant County, Texas

A handwritten signature in black ink, appearing to be "JCH", is located to the right of the land description paragraph.

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

KASTNER LAND SRVS
777 MAIN STREET 3490
FTW, TX 76102-5304

Submitter: KASTNER LAND SRVS

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 3/15/2011 4:34 PM

Instrument #: D211061887

LSE

8

PGS

\$40.00

By: _____

Mary Louise Garcia

D211061887

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD